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Attorneys for Defendants
THE GEO GROUP, INC., DURAN and CITY OF
ADELANTO

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

OMAR ARNOLDO RIVERA
MARTINEZ; ISAAC ANTONIO
LOPEZ CASTILLO; JOSUE
VLADIMIR CORTEZ DIAZ; JOSUE
MATEO LEMUS CAMPOS;
MARVIN JOSUE GRANDE
RODRIGUEZ; ALEXANDER
ANTONIO BURGOS MEJIA; LUIS
PEÑA GARCIA; JULIO CESAR
BARAHONA CORNEJO, as
individuals,

Plaintiffs,

v.

THE GEO GROUP, Inc., a Florida
corporation; the CITY OF
ADELANTO, a municipal entity; GEO
Lieutenant Duran, sued in her
individual capacity; and DOES 1-6,
individuals,

Defendants.

Case No. 5:18-cv-01125-R-GJS

**STIPULATED PROTECTIVE
ORDER¹**

Judge: Honorable Manuel L. Real

Magistrate
Judge: Honorable Gail J. Standish

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential,
proprietary or private information for which special protection from public

¹ This Stipulated Protective Order is substantially based on the model protective
order provided under Magistrate Judge Gail J. Standish's Procedures.

1 disclosure and from use for any purpose other than prosecuting this litigation may
2 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
3 enter the following Stipulated Protective Order. The parties acknowledge that this
4 Order does not confer blanket protections on all disclosures or responses to
5 discovery and that the protection it affords from public disclosure and use extends
6 only to the limited information or items that are entitled to confidential treatment
7 under the applicable legal principles.

8 **B. GOOD CAUSE STATEMENT**

9 Good cause exists for the Court to enter this pretrial protective order. *Cf.*
10 *Oliner v. Kontrabecki*, 745 F.3d 1024, 1026 (9th Cir. 2014).

11 This civil action involves allegations that Defendants, officers and staff at the
12 Adelanto Detention Facility, assaulted and battered them employing excessive
13 force, failed to provide them with adequate medical care, intentionally inflicted
14 emotional distress upon them, and unlawfully retaliated against them after Plaintiffs
15 announced they would be undertaking a hunger strike. Defendants deny these
16 allegations.

17 This action is likely to involve documents which contain private and
18 confidential information pertaining to Plaintiffs, Defendants, and non-parties.
19 These documents include, but are not limited to Plaintiffs' detention files and
20 medical records, as well as policies, procedures and training manuals for the
21 Adelanto Detention Facility. Such documents contain personal information
22 regarding Plaintiffs, and non-parties such as dates of birth, social security numbers,
23 and medical information. Further such documents contain sensitive operational
24 documents regarding a detention facility which should not be in the public domain
25 as it could jeopardize public safety.

26 Accordingly, to expedite the flow of information, to facilitate the prompt
27 resolution of disputes over confidentiality of discovery materials, to adequately
28 protect information the parties are entitled to keep confidential, to ensure that the

1 parties are permitted reasonable necessary uses of such material in preparation for
 2 and in the conduct of trial, to address their handling at the end of the litigation, and
 3 serve the ends of justice, a protective order for such information is justified in this
 4 matter. It is the intent of the parties that information will not be designated as
 5 confidential for tactical reasons and that nothing be so designated without a good
 6 faith belief that it has been maintained in a confidential, non-public manner, and
 7 there is good cause why it should not be part of the public record of this case.

8 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
 9 **SEAL**

10 The parties further acknowledge, as set forth in Section 12.3, below, that this
 11 Stipulated Protective Order does not entitle them to file confidential information
 12 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
 13 and the standards that will be applied when a party seeks permission from the court
 14 to file material under seal.

15 There is a strong presumption that the public has a right of access to judicial
 16 proceedings and records in civil cases. In connection with non-dispositive motions,
 17 good cause must be shown to support a filing under seal. *See Kamakana v. City*
 18 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
 19 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
 20 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
 21 orders require good cause showing), and a specific showing of good cause or
 22 compelling reasons with proper evidentiary support and legal justification, must be
 23 made with respect to Protected Material that a party seeks to file under seal. The
 24 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
 25 does not—without the submission of competent evidence by declaration,
 26 establishing that the material sought to be filed under seal qualifies as confidential,
 27 privileged, or otherwise protectable—constitute good cause.

Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: *Omar Martinez, et al., v. The GEO Group, Inc., et al.*, Case No.: 5:18-cv-01125-R-GJS.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: attorneys who are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support

1 staff.

2 2.5 Designating Party: a Party or Non-Party that designates information or
3 items that it produces in disclosures or in responses to discovery as
4 “CONFIDENTIAL.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced
8 or generated in disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as
11 an expert witness or as a consultant in this Action.

12 2.8 Non-Party: any natural person, partnership, corporation, association or
13 other legal entity not named as a Party to this action.

14 2.9 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 2.10 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.11 Professional Vendors: persons or entities that provide litigation
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.

23 2.12 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL.”

25 2.13 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

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1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 **4. DURATION**

10 Once a case proceeds to trial, information that was designated as
11 CONFIDENTIAL or maintained pursuant to this protective order used or
12 introduced as an exhibit at trial becomes public and will be presumptively available
13 to all members of the public, including the press, unless compelling reasons
14 supported by specific factual findings to proceed otherwise are made to the trial
15 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing
16 “good cause” showing for sealing documents produced in discovery from
17 “compelling reasons” standard when merits-related documents are part of court
18 record). Accordingly, the terms of this protective order do not extend beyond the
19 commencement of the trial.

20 **5. DESIGNATING PROTECTED MATERIAL**

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items or oral or written
26 communications that qualify so that other portions of the material, documents,
27 items or communications for which protection is not warranted are not swept
28 unjustifiably within the ambit of this Order.

1 Mass, indiscriminate or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to
4 impose unnecessary expenses and burdens on other parties) may expose the
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix at a minimum, the legend
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
19 contains protected material. If only a portion of the material on a page qualifies for
20 protection, the Producing Party also must clearly identify the protected portion(s)
21 (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection
23 need not designate them for protection until after the inspecting Party has indicated
24 which documents it would like copied and produced. During the inspection and
25 before the designation, all of the material made available for inspection shall be
26 deemed "CONFIDENTIAL." After the inspecting Party has identified the
27 documents it wants copied and produced, the Producing Party must determine
28 which documents, or portions thereof, qualify for protection under this Order.

1 Then, before producing the specified documents, the Producing Party must affix the
 2 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
 3 portion of the material on a page qualifies for protection, the Producing Party also
 4 must clearly identify the protected portion(s) (e.g., by making appropriate markings
 5 in the margins).

6 (b) for testimony given in depositions that the Designating Party identifies
 7 the Disclosure or Discovery Material on the record, before the close of the
 8 deposition all protected testimony.

9 (c) for information produced in some form other than documentary and for
 10 any other tangible items, that the Producing Party affix in a prominent place on the
 11 exterior of the container or containers in which the information is stored the legend
 12 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 13 protection, the Producing Party, to the extent practicable, shall identify the
 14 protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 16 failure to designate qualified information or items does not, standing alone, waive
 17 the Designating Party’s right to secure protection under this Order for such
 18 material. Upon timely correction of a designation, the Receiving Party must make
 19 reasonable efforts to assure that the material is treated in accordance with the
 20 provisions of this Order.

21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 23 designation of confidentiality at any time that is consistent with the Court’s
 24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 26 resolution process under Local Rule 37.1 et seq.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on
 28 the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 2 parties) may expose the Challenging Party to sanctions. Unless the Designating
 3 Party has waived or withdrawn the confidentiality designation, all parties shall
 4 continue to afford the material in question the level of protection to which it is
 5 entitled under the Producing Party's designation until the Court rules on the
 6 challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 9 disclosed or produced by another Party or by a Non-Party in connection with this
 10 Action only for prosecuting, defending or attempting to settle this Action. Such
 11 Protected Material may be disclosed only to the categories of persons and under the
 12 conditions described in this Order. When the Action has been terminated, a
 13 Receiving Party must comply with the provisions of section 13 below (FINAL
 14 DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
 16 location and in a secure manner that ensures that access is limited to the persons
 17 authorized under this Order.

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 19 otherwise ordered by the court or permitted in writing by the Designating Party, a
 20 Receiving Party may disclose any information or item designated
 21 "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
 23 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 24 to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of the
 26 Receiving Party to whom disclosure is reasonably necessary for this Action;

27 (c) Experts (as defined in this Order) of the Receiving Party to whom
 28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary for this Action and who have
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in the
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
11 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
12 will not be permitted to keep any confidential information unless they sign the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
14 agreed by the Designating Party or ordered by the court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material may
16 be separately bound by the court reporter and may not be disclosed to anyone
17 except as permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**

21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall
26 include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order to
28 issue in the other litigation that some or all of the material covered by the subpoena

1 or order is subject to this Protective Order. Such notification shall include a copy
2 of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order shall not produce any information designated in this
7 action as “CONFIDENTIAL” before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this Action
12 to disobey a lawful directive from another court.

13 9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a Non-
16 Party in this Action and designated as “CONFIDENTIAL.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the
18 remedies and relief provided by this Order. Nothing in these provisions should be
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party’s
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party
25 that some or all of the information requested is subject to a confidentiality
26 agreement with a Non-Party;

27 (2) promptly provide the Non-Party with a copy of the Stipulated
28 Protective Order in this Action, the relevant discovery request(s), and a

1 reasonably specific description of the information requested; and

2 (3) make the information requested available for inspection by the
3 Non-Party, if requested.

4 (c) If the Non-Party fails to seek a protective order from this court within 14
5 days of receiving the notice and accompanying information, the Receiving Party
6 may produce the Non-Party's confidential information responsive to the discovery
7 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
8 not produce any information in its possession or control that is subject to the
9 confidentiality agreement with the Non-Party before a determination by the court.
10 Absent a court order to the contrary, the Non-Party shall bear the burden and
11 expense of seeking protection in this court of its Protected Material.

12 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
16 writing the Designating Party of the unauthorized disclosures, (b) use its best
17 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
18 person or persons to whom unauthorized disclosures were made of all the terms of
19 this Order, and (d) request such person or persons to execute the "Acknowledgment
20 and Agreement to Be Bound" that is attached hereto as Exhibit A.

21 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 22 **PROTECTED MATERIAL**

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other
25 protection, the obligations of the Receiving Parties are those set forth in Federal
26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
27 whatever procedure may be established in an e-discovery order that provides for
28 production without prior privilege review. Pursuant to Federal Rule of Evidence

1 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 2 of a communication or information covered by the attorney-client privilege or work
 3 product protection, the parties may incorporate their agreement in the stipulated
 4 protective order submitted to the court.

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 9 Protective Order, no Party waives any right it otherwise would have to object to
 10 disclosing or producing any information or item on any ground not addressed in
 11 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 12 any ground to use in evidence of any of the material covered by this Protective
 13 Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any
 15 Protected Material must comply with Local Civil Rule 79-5. Protected Material
 16 may only be filed under seal pursuant to a court order authorizing the sealing of the
 17 specific Protected Material at issue. If a Party's request to file Protected Material
 18 under seal is denied by the court, then the Receiving Party may file the information
 19 in the public record unless otherwise instructed by the court.

20 **13. FINAL DISPOSITION**

21 After the final disposition of this Action, as defined in paragraph 4, within 60
 22 days of a written request by the Designating Party, each Receiving Party must
 23 return all Protected Material to the Producing Party or destroy such material. As
 24 used in this subdivision, "all Protected Material" includes all copies, abstracts,
 25 compilations, summaries, and any other format reproducing or capturing any of the
 26 Protected Material. Whether the Protected Material is returned or destroyed, the
 27 Receiving Party must submit a written certification to the Producing Party (and, if
 28 not the same person or entity, to the Designating Party) by the 60 day deadline that

(1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. **VIOLATION**

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: October 12, 2018

LAW OFFICE OF RACHEL STEINBACK
LAW OFFICE OF CAROL A. SOBEL
SCHONBRUN, SEPLOW, HARRIS &
HOFFMAN LLP
LAW OFFICE OF CYNTHIA
ANDERSON-BARKER
LAW OFFICE OF MATTHEW STRUGAR
LAW OFFICE OF COLLEEN FLYNN

By: /s/ Catherine Sweetser
Catherine Sweetser

Attorneys for Plaintiffs

1 Dated: October 12, 2018

BURKE, WILLIAMS & SORESENSEN, LLP

2
3 By: /s/ Kristina Doan Strottman

4 Susan E. Coleman

Kristina Doan Strottman

5 Attorneys for Defendants
6 THE GEO GROUP, INC., DURAN and
7 CITY OF ADELANTO
8

9 OR GOOD CAUSE SHOWN, IT IS SO ORDERED.

10 DATED: _____
11
12 _____

13 HON. GAIL J. STANDISH

14 United States Magistrate Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of _____ [insert formal name of the case and the
 number and initials assigned to it by the court]. I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose in
 any manner any information or item that is subject to this Stipulated Protective
 Order to any person or entity except in strict compliance with the provisions of this
 Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [print or type full
 name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____